

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM384623

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AMERICAN ACADEMY HOLDINGS, LLC		05/17/2016	Limited Liability Company: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NXT CAPITAL, LLC, AS AGENT		
<b>Street Address:</b>	191 NORTH WACKER DRIVE, 30TH FL		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 40</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4728569	7ATLIS	
Registration Number:	4826812	7ATLIS	
Registration Number:	4699931	AAPC	
Registration Number:	4699934	AAPC	
Registration Number:	3829594	ASHIM	
Registration Number:	3638314	AMERICAN ACADEMY OF PROFESSIONAL CODERS	
Registration Number:	3833182	AMERICAN SOCIETY OF HEALTH INFORMATICS M	
Registration Number:	4831957	AUDICY	
Registration Number:	3634417		
Registration Number:	4921054	CCC	
Registration Number:	4921056	CEDC	
Registration Number:	4921057	CEMC	
Registration Number:	3924299	CERTIFIED HEALTH INFORMATICS SYSTEMS PRO	
Registration Number:	3932946	CERTIFIED HEALTH INFORMATICS SYSTEMS PRO	
Registration Number:	4460184	CERTIFIED PROFESSIONAL BILLER (CPB)	
Registration Number:	3417247	CERTIFIED PROFESSIONAL CODER	
Registration Number:	3649262	CERTIFIED PROFESSIONAL CODER	
Registration Number:	3417245	CERTIFIED PROFESSIONAL CODER	
Registration Number:	3874441	CERTIFIED PROFESSIONAL CODER IN DERMATOL	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	3596815	CERTIFIED PROFESSIONAL MEDICAL AUDITOR
Registration Number:	3556761	CIC
Registration Number:	3829595	CHISP
Registration Number:	3994534	
Registration Number:	3600034	CIRCC
Registration Number:	3687194	CIRCC
Registration Number:	3684188	CIRCC
Registration Number:	4923583	COC
Registration Number:	3375778	CPC
Registration Number:	3417246	CPC
Registration Number:	3880943	CPCD
Registration Number:	4285983	CPCO
Registration Number:	3375779	CPC-H
Registration Number:	3378238	CPC-H
Registration Number:	3378245	CPC-P
Registration Number:	3378243	CPC-P
Registration Number:	3913961	CPMA
Registration Number:	4315729	CPPM
Serial Number:	86140824	CANTA HEALTH
Serial Number:	86715118	H HEALTHICITY FIND SIMPLICITY
Serial Number:	86659021	H HEALTHICITY FIND SIMPLICITY

#### CORRESPONDENCE DATA

**Fax Number:**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 312.577.8574

**Email:** humberto.aquino@kattenlaw.com

**Correspondent Name:** HUMBERTO AQUINO C/O KATTEN MUCHIN

**Address Line 1:** 525 WEST MONROE STREET

**Address Line 4:** CHICAGO, ILLINOIS 60661

<b>NAME OF SUBMITTER:</b>	HUMBERTO AQUINO
<b>SIGNATURE:</b>	/HUMBERTO AQUINO/
<b>DATE SIGNED:</b>	05/17/2016

#### Total Attachments: 6

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 17th day of May, 2016, by AMERICAN ACADEMY HOLDINGS, LLC, a North Carolina limited liability company ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

### W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of May 17, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of May 17, 2016, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a)

infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

**[Signature Page Follows]**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**AMERICAN ACADEMY HOLDINGS, LLC**, a  
North Carolina limited liability company

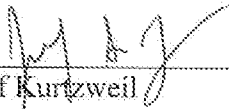
By: 

Name: Greg E. Lindberg

Its: Chairman

Agreed and Accepted  
As of the Date First Written Above

**NXT CAPITAL, LLC**, as Agent

By   
Name: Jeff Kurtzweil  
Its: Director

Trademark Security Agreement (AAPC)

**TRADEMARK**  
**REEL: 005795 FRAME: 0213**

**SCHEDULE 1****Trademark Registrations**

<b>Name of Owner</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
American Academy Holdings, LLC	7ATLIS & Design	4,728,569	4/28/2015
American Academy Holdings, LLC	7ATLIS	4,826,812	10/6/2015
American Academy Holdings, LLC	AAPC	4,699,931	3/10/2015
American Academy Holdings, LLC	AAPC	4,699,934	3/10/2015
American Academy Holdings, LLC	ASHIM	3,829,594	8/03/2010
American Academy Holdings, LLC	AMERICAN ACADEMY OF PROFESSIONAL CODERS	3,638,314	6/16/2009
American Academy Holdings, LLC	AMERICAN SOCIETY OF HEALTH INFORMATICS MANAGERS	3,833,182	8/10/2010
American Academy Holdings, LLC	AUDICY	4,831,957	10/13/2015
American Academy Holdings, LLC	Caduceus, book and circle logo	3,634,417	6/9/2009
American Academy Holdings, LLC	CCC	4,921,054	3/22/2016
American Academy Holdings, LLC	CEDC	4,921,056	3/22/2016
American Academy Holdings, LLC	CEMC	4,921,057	3/22/2016
American Academy Holdings, LLC	CERTIFIED HEALTH INFORMATICS SYSTEMS	3,924,299	2/22/2011
American Academy Holdings, LLC	CERTIFIED HEALTH INFORMATICS SYSTEMS PROFESSIONAL	3,932,946	3/15/2011
American Academy Holdings, LLC	CERTIFIED PROFESSIONAL BILLER (CPB)	4,460,184	12/31/2013
American Academy Holdings, LLC	CERTIFIED PROFESSIONAL CODER	3,417,247	4/29/2008
American Academy Holdings, LLC	CERTIFIED PROFESSIONAL CODER	3,649,262	7/7/2009
American Academy Holdings, LLC	CERTIFIED PROFESSIONAL CODER	3,417,245	4/29/2008
American Academy Holdings, LLC	CERTIFIED PROFESSIONAL CODER IN DERMATOLOGY	3,874,441	11/9/2010
American Academy Holdings, LLC	CERTIFIED PROFESSIONAL MEDICAL AUDITOR	3,596,815	3/24/2009
American Academy Holdings, LLC	CIC	3,556,761	1/6/2009
American Academy Holdings, LLC	CHISP	3,829,595	8/03/2010
American Academy Holdings, LLC	Circle Design	3,994,534	7/12/2011
American Academy Holdings, LLC	CIRCC	3,600,034	3/31/2009
American Academy Holdings, LLC	CIRCC	3,687,194	9/22/2009
American Academy Holdings, LLC	CIRCC	3,684,188	9/15/2009
American Academy Holdings, LLC	COC	4,923,583	3/22/2016
American Academy Holdings, LLC	CPC	3,375,778	1/29/2008
American Academy Holdings, LLC	CPC	3,417,246	4/29/2008
American Academy Holdings, LLC	CPC	1,277,562	10/15/2015
American Academy Holdings, LLC	CPCD	3,880,943	11/23/2010
American Academy Holdings, LLC	CPCO	4,285,983	2/5/2013
American Academy Holdings, LLC	CPC-H	3,375,779	1/29/2008
American Academy Holdings, LLC	CPC-H	3,378,238	2/5/2008
American Academy Holdings, LLC	CPC-P	3/378,245	2/5/2008
American Academy Holdings, LLC	CPC-P	3,378,243	2/5/2008



American Academy Holdings, LLC	CPMA	3,913,961	2/1/2011
American Academy Holdings, LLC	CPPM	4,315,729	4/9/2013

### Trademark Applications

Name of Owner	Trademark	Application #	Application Date
American Academy Holdings, LLC	CANTA HEALTH	86140824	12/11/13
American Academy Holdings, LLC	H HEALTHICITY FIND SIMPLICITY	86715118	8/5/15
American Academy Holdings, LLC	H HEALTHICITY FIND SIMPLICITY	86659021	6/11/15